

The Honorable Michelle L. Peterson

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

MELISSA OLNEY, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

MCGEE AIR SERVICES, INC., a Delaware  
corporation,

Defendants.

Case No. 3:24-cv-05300-MLP

**Joint Stipulation to Dismiss Entire  
Action Without Prejudice Pursuant to  
Fed. R. Civ Proc. 41(a)(1)(A)(ii)**

NOTE ON MOTION CALENDAR:  
July 15, 2025

Complaint Filed: April 18, 2024

**STIPULATION OF DISMISSAL**

Plaintiff Melissa Olney (“Plaintiff”) and Defendant McGee Air Services, Inc. (“Defendant”) (collectively, the “Parties”) jointly stipulate to dismiss this action in its entirety without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

The Parties hereby stipulate to dismiss this action as follows:

**DISMISSAL**

1. Plaintiff has agreed to a confidential individual settlement and release agreement. As such, Plaintiff has agreed to dismiss her individual claims with prejudice and the class and collective claims without prejudice.

2. The Parties hereby stipulate to dismiss this action pursuant to Fed. R. Civ. Proc 41(a)(1)(A)(ii), which provides, “subject to Rule[] 23(e) ... and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing: ... a stipulation of dismissal signed by all parties who have appeared.”

3. This dismissal is stipulated pursuant to Fed. R. Civ. Proc 41(a)(1)(A)(ii), which provides, “subject to Rule[] 23(e) ... and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing: ... a stipulation of dismissal signed by all parties who have appeared.”

4. Rule 23(e) governing certified classes and classes proposed to be certified does not apply, as “prior to certification” a named plaintiff may dismiss claims on behalf of a putative class under Rule 41(a)(1) because “Rule 23(e) does not provide the district court with any supervisory authority over such dismissals, nor does it require notice to the absent class members.” *Ripley v. Bridgestone Retail Ops., LLC.*, No. C09-1482 RSM, 2010 WL 11684294, at \*2 (W.D. Wash. Sept. 2, 2010) (citing Moore’s Federal Practice 3d, § 23.64[2][a] (2007)); *see also Richey v. GetWellNetwork, Inc.*, No. 20-cv-2205-BEN-BLM, 2021 WL 424281, at \*3 (“Because no class has been certified in this case, Rule 23 does not mandate either court approval of the instant settlement or notice

1 to putative class members” [quoting *Allred v. Chicago Title Co.*, No. 19CV2129-LAB  
2 (AHG), 2020 WL 5847550, at \*1 (S.D. Cal. Oct. 1, 2020)].

3 5. Dismissal is effective upon the filing of a compliant notice or stipulation,  
4 as described in Rule 41(a)(1)(A), and no court order is required. *Stone v. Woodford*,  
5 No. CIV-F-05-845 AWI-DLB, 2007 WL 527766 (E.D. Cal. Feb. 16, 2007).

6 6. No further or heightened inquiry is required under Rule 23. *See, e.g.*,  
7 *Dougan v. CenterPlate, Inc. et al.*, No. 22-CV-1496-JLS-SBC (S.D. Cal., Dec. 12,  
8 2023) (Order Dismissing Entire Action Without Prejudice [ECF#16]). No class  
9 members’ rights will be adversely impacted by the dismissal of this Federal Action  
10 without prejudice.

11 IT IS HEREBY STIPULATED AND AGREED by and between the Parties  
12 through their undersigned counsel of record, that pursuant to Federal Rule of Civil  
13 Procedure 41(a)(1)(A)(ii), the above-captioned action shall be dismissed by Plaintiff in  
14 accordance with the Parties’ confidential settlement agreement, and each party shall  
15 bear their own attorneys’ fees and costs in this action.

16 The Parties respectfully request the Court to issue a minute order dismissing  
17 Plaintiff’s individual claims, with prejudice, and dismissing the class and collective  
18 claims without prejudice, and directing the Clerk to close the case.

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1 Respectfully submitted this July 15, 2025.

2  
3 By: /s/ Nicholas J. Ferraro

4 Nicholas J. Ferraro (State Bar No. 59674)  
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11 *Counsel for Plaintiff*  
12 *Melissa Olney*

13 I certify that this memorandum contains 684  
14 words, in compliance with the Local Civil  
15 Rules.

16  
17 By: /s/ Nick Gillard-Byers

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25 *McGee Air Services, Inc.*

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**ORDER**

Pursuant to the stipulation of the parties, it is so ORDERED.

Dated this 16th day of July, 2025.



MICHELLE L. PETERSON  
United States Magistrate Judge